

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

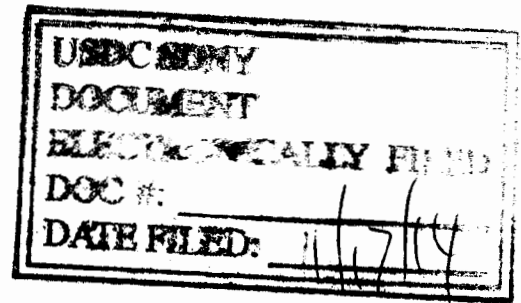
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Y.P., individually and on behalf of M.P.,

Plaintiff,

-against-

THE NEW YORK CITY DEPARTMENT OF  
EDUCATION,

Defendant.  
----- x



**STIPULATION AND ORDER  
OF SETTLEMENT AND  
DISCONTINUANCE**

14 cv 7422 (JSR)

WHEREAS, Plaintiff Y.P. ("Plaintiff" or the "Parent"), individually and on behalf of her daughter M.P., a student with a disability, commenced this action by filing a summons and complaint dated September 12, 2014 appealing an adverse administrative determination by the State Review Officer ("SRO") and seeking remand to state administrative agencies for a due process hearing pursuant to the Individuals with Disabilities Education Improvement Act ("IDEA"), 20 U.S.C. § 1400 *et seq.*; and

WHEREAS, Defendant New York City Department of Education ("DOE") has denied any and all liability arising out of Plaintiff's allegations; and

WHEREAS, the Parties now desire to resolve all of the issues raised in this litigation without further proceedings and without admitting any fault or liability;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. All claims brought or which could have been brought by Plaintiff in connection with this action, including all claims that were or could have been asserted by Plaintiff in the due process complaint and administrative proceedings held in Impartial Hearing

Case No. 146143 and SRO Decision No. 14-089 (collectively the “Y.P. Action”), are hereby dismissed with prejudice and without costs, expenses, or fees in excess of the amounts specified in paragraphs “2” and “3” below.

2. Defendant DOE will pay forty-five thousand dollars (\$45,000.00) to the Cooke Center for Learning and Development (“Cooke”) in full satisfaction of all Plaintiff’s claims for tuition and any educational expenses relating to the 2011-2012 school year, and any claims that were brought, contemplated, or could have been brought in the Y.P. Action. Such payment will be made by check, payable to “the Cooke Center for Learning and Development.”

3. Defendant DOE will pay Plaintiff’s counsel, Partnership for Children’s Rights, twenty-two thousand five hundred dollars (\$22,500.00) for attorneys’ fees and costs relating to the Y.P. Action. These payments shall fully satisfy all claims that were or could have been raised in the Y.P. Action, including claims for costs, expenses, and attorneys’ fees. Such payment will be made by check, payable to “Partnership for Children’s Rights, attorneys for Plaintiff.”

4. In consideration of these payments, Plaintiff agrees to withdraw the federal action with prejudice, and to dismiss all Y.P. Action claims against the DOE and to release the DOE, the City of New York, their successors and/or assigns, and all present or former officials, employees, representatives, and/or agents of the DOE and/or the City of New York from any and all liability, claims, and/or rights of action arising from the Y.P. Action allegations.

5. This Stipulation and Order of Settlement and Discontinuance (the “Stipulation”) shall not be relied upon by any party to indicate, establish, or support the position that Cooke constitutes M.P.’s educational program for purposes of the “pendency” or “stay put” provisions of the IDEA and its implementing regulations (20 U.S.C. § 1415(j) and 34 C.F.R.

§ 300.518) and/or New York State law and regulations (N.Y. Educ. Law §§ 4404(4), 4410(7)(c) and 8 NYCRR § 200.5(m)) (collectively, the “Pendency Provisions”), or any litigation concerning any other school year(s). Further, this Stipulation shall not entitle Plaintiff or her child M.P. to receive, or require the DOE and/or the City of New York to provide reimbursement of, or funding for, any costs associated with M.P.’s attendance, if any, at Cooke during any subsequent school year.

6. Plaintiff shall execute and deliver to Defendant’s attorney all documents necessary to effect this settlement, as follows: a) M.P.’s attendance record at Cooke for the 2011-2012 school year; and b) releases from Y.P., M.P., and from the Partnership for Children’s Rights based on the terms of paragraphs “2” and “3” above. After receipt of the necessary documentation described herein, the tuition amount specified in paragraph “2” will be paid to Cooke and the attorneys’ fees/costs amount specified in paragraph “3” will be paid to Partnership for Children’s Rights.

7. Nothing contained herein shall be deemed to be an admission by Defendant that it has in any manner or way violated Plaintiff’s rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules, or regulations of the United States, the State of New York, the City of New York, or the DOE.

8. This Stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiation.

9. Nothing contained herein shall be deemed to be an agreement or an admission by the Defendant as to the reasonableness of the number of hours billed or the hourly rates claimed by Plaintiff’s counsel.

10. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or the DOE.

11. This Stipulation contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

12. This document may be executed in counterparts. Any facsimile signature on this document shall have the same force and effect as an original signature.

Dated: New York, New York

November 13, 2014

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By: \_\_\_\_\_


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By: \_\_\_\_\_

William B. Scoville, Jr.  
Special Assistant Corporation Counsel

SO ORDERED:

  
U.S.D.J.  
11-16-14